

# Exhibit A

**COURT OF COMMON PLEAS  
JEFFERSON COUNTY, OHIO**

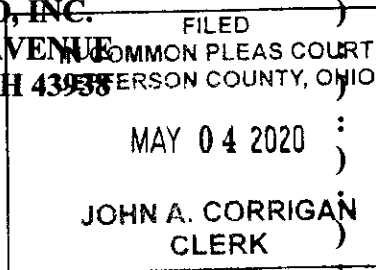
**JSW STEEL USA OHIO, INC.  
1500 COMMERCIAL AVENUE  
MINGO JUNCTION, OH 43938**

**Plaintiff,**

**v.**

**MARUBENI ITOCHU STEEL AMERICA,  
INC.  
150 EAST 42<sup>ND</sup> STREET  
7<sup>TH</sup> FLOOR  
NEW YORK, NY 10017**

**Defendant.**



Case No: **20CV161**

Judge: *Michelle D. Hill*

**COMPLAINT FOR  
DECLARATORY JUDGMENT  
AND BREACH OF CONTRACT**

For its Complaint, Plaintiff, JSW Steel USA Ohio, Inc. ("Plaintiff"), by counsel, alleges:

**PARTIES AND JURISDICTION**

1. Plaintiff is an Ohio corporation with its principal place of business in Jefferson County, Ohio.

2. On information and belief, Defendant Marubeni Itochu Steel America, Inc. ("Defendant") is a Delaware corporation with its principal place of business located at the address set forth in the caption.

**JURISDICTION AND VENUE**

3. Subject matter jurisdiction is proper in the State of Ohio, Common Pleas Court because the amount in controversy exceeds \$25,000.

4. Personal jurisdiction is proper because (a) the subject matter of this Complaint arises out of Defendant's transaction of business in the State of Ohio and (b) upon information and belief, Defendant maintains a physical office in the State of Ohio.

5. Venue is proper in Jefferson County, Ohio because the claim for relief arose in this county and this is the county where Plaintiff resides.

### **FACTUAL ALLEGATIONS**

6. Plaintiff is a steel manufacturing company, with operations in Mingo Junction, Ohio.

7. Defendant processes, manufactures, and sells steel and aluminum metal products.

8. Plaintiff and Defendant are merchants.

9. Previous to the transaction that is the subject of this Complaint, Defendant had purchased steel products from Plaintiff.

10. On February 19, 2020, Defendant emailed Plaintiff, asking Plaintiff to provide offers for both 1 barge of steel product and 2 barges of steel product.

11. In response, on February 19, 2020, Plaintiff emailed to Defendant a quote for steel product.

12. Between February 19 and March 2, 2020, Plaintiff and Defendant negotiated, by both email and telephone, the price, quantity, size, grade, and delivery terms of a proposed order for steel product.

13. On March 3, 2020, representatives of Plaintiff and Defendant discussed the proposed order for product by telephone.

14. By email on March 3, 2020 following that telephone call, Defendant confirmed to Plaintiff the details of Defendant's purchase orders ("POs") for product from Plaintiff, specifically including three separate PO numbers, and the product, price, quantity, size, grade and delivery terms. (Exhibit A).

15. Plaintiff promptly replied “We will get these in our system tomorrow and send acknowledgements.” (Exhibit A).

16. At that point in time, the parties had a contract and began conducting themselves recognizing the existence of that contract.

17. The following day, March 4, 2020, by email exchange, the parties deleted one line item of the order due to unavailability and made a tonnage adjustment on one line item of the order, which Plaintiff confirmed in writing on March 5, 2020.

18. Plaintiff entered Defendant’s PO information into Plaintiff’s system and began the process of production of the ordered product.

19. On March 6, 2020, Defendant asked Plaintiff to amend five items on the POs, which Defendant immediately confirmed.

20. On March 9, 2020, Defendant sent to Plaintiff by email Defendant’s formal “Purchase Confirmation and Contract” documents for each of the three POs it had issued to Plaintiff. The documents were dated March 5, 2020. (Exhibit B).

21. On March 10, 2020, Plaintiff sent to Defendant by email Plaintiff’s formal “Acknowledgement” document for the three POs it had received from Defendant. The document was dated March 9, 2020. (Exhibit C).

22. Defendant’s Purchase Confirmation and Contract documents and Plaintiff’s Acknowledgment document each contained consistent material terms regarding product, price, quantity, size, grade and delivery terms, with the contract price being \$1,644,680.

23. All of those material terms were consistent with the parties’ prior negotiations.

24. Defendant's Purchase Confirmation and Contract documents contained Defendant's standard terms and conditions of sale, and for that reason, Plaintiff declined to execute the documents, as is Plaintiff's standard practice.

25. Plaintiff's Acknowledgement document contained Plaintiff's standard terms and conditions of sale, and Defendant declined to execute that document.

26. For the prior purchase transaction between the parties, Plaintiff did not execute Defendant's PO and only signed Plaintiff's formal written Acknowledgement.

27. Plaintiff manufactured the products ordered by Defendant.

28. On March 23, 2010, twenty days after delivery of its PO numbers and terms to Plaintiff, Defendant informed Plaintiff by email that Defendant was "no longer able to honor" its three POs. (Exhibit D).

29. Defendant initially attributed its inability to honor its POs to Plaintiff's refusal to sign Defendant's Purchase Confirmation and Contract documents. (Exhibit D).

30. In that March 23, 2020 email, Defendant then noted the "extraordinary and unsettling times" we are in, "the novel coronavirus (COVID-19) global pandemic still taking shape in the US and all of us experiencing dramatic changes in our lives," and a drop in the price of oil that "has created havoc in the world markets, including the steel market." (Exhibit D).

31. In that March 23, 2020 email, Defendant then solicited a unilateral price change, stating "If you still like us to take cargo, we will cooperate but we need to adjust the pricing." (Exhibit D).

32. By return email on March 23, 2020, Plaintiff rejected Defendant's attempted cancellation of the orders, further noting: "The order is almost ready. One barge is leaving

tomorrow which is getting loaded now. Second barge is supposed to leave next week.” (Exhibit D).

33. By return email on March 23, 2020, Defendant indicated that it would “stand on our cancellation based upon your failure to sign our 3 Po’s, in spite of our repeated requests.” (Exhibit D).

34. In that March 23, 2020 email, Defendant again cited the “catastrophic changes in the market” and offered to “evaluate a new pricing proposal to determine if this order can be resurrected.” (Exhibit D).

35. The market for the steel product that was the subject of the three POs did change to Defendant’s detriment between the issuance of the POs by Defendant to Plaintiff on March 3, 2020 and March 23, 2020, when Defendant attempted advised Plaintiff that Defendant would not honor its three POs.

36. The true reason for Defendant’s failure to honor its three POs issued to Plaintiff was that change in the market, not Plaintiff’s refusal to sign Defendant’s form.

37. On March 24, 2020, Plaintiff formally notified Defendant by email that Defendant’s attempt to cancel the orders was wrongful and deemed by Plaintiff to be a repudiation of the contract that substantially impaired the value of the contract to Plaintiff. (Exhibit E).

38. At that time, Plaintiff urged Defendant to retract its repudiation and attempted cancellation. (Exhibit E).

39. At that time, Plaintiff also formally notified Defendant of Plaintiff’s tender of delivery of product pursuant to the POs and also that Plaintiff was holding the product at Defendant’s disposition, pending instructions from Defendant. (Exhibit E).

40. By return email on March 24, 2020, Defendant indicated that its position remained unchanged and that Defendant was “cancelling the orders as your rejection to sign contracts, as our business no longer has a use for this material due to the unprecedented collapse of the oil business, coupled with the unprecedented closing of business country-wide due to the deadly coronavirus pandemic.” (Exhibit E).

41. Defendant has not retracted its repudiation and has refused to accept Plaintiff’s tender of delivery of the product.

42. Defendant’s unilateral repudiation of the POs constitutes a breach of the whole contract under Ohio’s version of the Uniform Commercial Code (“UCC”).

43. In light of Defendant’s breach of contract, Plaintiff has taken and is continuing to take commercially reasonable steps to mitigate its losses by reselling the product at the best price possible in the current market conditions.

44. Plaintiff is entitled to recover from Defendant the difference between the resale price and the contract price, together with incidental damages incurred by Plaintiff as a result of Defendant’s breach, which Plaintiff has incurred.

### **Count One**

#### **(Declaratory Judgment)**

45. Plaintiff restates the above as if fully set forth herein.

46. Under Ohio’s Declaratory Judgment Act (the “Act”) this Court: “may declare rights, status, and other legal relations whether or not further relief is or could be claimed.” O.R.C. § 2721.02(A).

47. Under O.R.C. § 2721.03, Plaintiff may “have determined any question of construction or validity arising under (a) contract...and obtain a declaration of rights, status, or

other legal relations under it.” And pursuant to O.R.C. § 2721.04 “a contract may be construed by a declaratory judgment or decree either before or after there has been a breach of the contract.” Finally, under O.R.C. § 2721.13 the provisions of Ohio’s Declaratory Judgment Act “shall be liberally construed and administered.”

48. As authorized by the Act, Plaintiff seeks for this Court to determine and declare: (a) that a contract to purchase goods was formed on March 3, 2020 upon Defendant’s delivery of purchase order numbers and detailed material terms to Plaintiff, pursuant to §§2-204, 2-206(1)(a) and 2-207(3) of the UCC [O.R.C. §§1302.07, 1302.08(A)(1) and 1302.10(C)]; (b) that the terms of that contract consist of those terms on which the writings of the parties agree, pursuant to §2-207(3) of the UCC [O.R.C. §1302.10(C)]; (c) that Defendant’s March 23, 2020 notification that it was “no longer able to honor” the purchase orders constituted a wrongful repudiation of that contract, pursuant to §2-610 of the UCC [O.R.C. §1302.68]; (d) that Defendant’s failure to retract its repudiation pursuant to §2-611 of UCC [O.R.C. §1302.69] constitutes a breach of the contract, pursuant to §2-703 of the UCC [O.R.C. §1302.77]; (e) that Defendant is therefore entitled to the remedies provided by §2-703 of the UCC [O.R.C. §1302.77], including the right to resell and recover as damages the difference between the resale price (yet to be finally determined) and the contract price (\$1,644,680) together with any incidental damages, pursuant to §2-706 of the UCC [O.R.C. §1302.80].

### **Count Two**

#### **(Breach of Contract)**

49. Plaintiff restates the above as if fully set forth herein.



50. A contract to purchase goods was formed on March 3, 2020 upon Defendant's delivery of purchase order numbers and details to Plaintiff, pursuant to §§2-204, 2-206(1)(a) and 2-207(3) of the UCC [O.R.C. §§1302.07, 1302.08(A)(1) and 1302.10(C)].

51. The terms of that contract consist of those terms on which the writings of the parties agree, pursuant to §2-207(3) of the UCC [O.R.C. §1302.10(C)].

52. Defendant's March 23, 2020 notification that it was "no longer able to honor" the purchase orders constituted a wrongful repudiation of that contract, pursuant to §2-610 of the UCC [O.R.C. §1302.68].

53. Defendant's failure to retract its repudiation pursuant to §2-611 of the UCC [O.R.C. §1302.69] constitutes a breach of the contract, pursuant to §2-703 of the UCC [O.R.C. §1302.77].

54. Defendant is therefore entitled to the remedies provided by §2-703 of the UCC [O.R.C. §1302.77], including the right to resell and recover as damages the difference between the resale price (which has yet to be finally determined) and the contract price (\$1,644,680) together with any incidental damages, pursuant to §2-706 of the UCC [O.R.C. §1302.80].

### **PRAYER**

WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

- A. For the declarations outlined in Count One, including a declaration that Defendant breached the contract and that Plaintiff is entitled to damages equal to the difference between the resale price and the contract price, plus incidental damages;
- B. For its attorneys' fees and costs of this suit; and
- C. For such other and further relief as the Court may deem just and proper.

Respectfully submitted,



Michael A Roberts (0047129)  
Thomas A. Prewitt (0060929)  
GRAYDON HEAD & RITCHEY LLP  
312 Walnut St., Suite 1800  
Cincinnati, Ohio 45202  
(513) 629-2799  
mroberts@graydon.law  
tprewitt@graydon.law  
*Attorneys for Plaintiff*

***Please serve by U.S. Certified Mail.***



Thomas A. Prewitt

10254747.1

On Tue, Mar 3, 2020 at 6:30 PM Abhishek Aggarwal <[abhishek.aggarwal@jswsteel.us](mailto:abhishek.aggarwal@jswsteel.us)> wrote:

Thankyou Shohei san to make this work.

We will get these in our system tomorrow and send acknowledgements .

If I have any questions, I'll call you .

Have a good rest of your day .

Regards

Abhishek

On Tue, Mar 3, 2020 at 5:55 PM Tanaka Shohei-ISALSA <[tanaka-s@us.benichu.com](mailto:tanaka-s@us.benichu.com)> wrote:

**Abhishek san**

**As per your phone instruction, we accept net 45 days ( assuming barge navigation 3 weeks from Mingo Junction to Houston).**

**Followings are details of our PO.**

**LOT 1    1,430 net ton under our PO L5-0295 with shipping marks    #24.360/Quality/Size/Heat number/Houston**

**LOT 2        110 net ton under our PO L5-0296 with shipping marks    #24.361/Quality/Size/Heat number/Houston**

**LOT 3    1,500 net ton under our PO L5-0297 with shipping marks    #24.363/Quality/Size/Heat number/Houston**

EXHIBIT  
A

**Assortment/Price : As per attached.**

**Delivery term : Loaded on to buyer's truck, Houston**

**Shipment : End March/Early April from Mingo Junction**

**Payment : Net 45 days**

**Remarks : As same condition as previous order, your providing photos to show cargo condition when you ship out Minto Junction would be appreciated.**

**Thank you very much for your hard work including week end.**

**Shohei**

<Lot 1>

HOT ROLLED COILS IN QUALITIES LISTED BELOW, MILL EDGE, 48,000 LBS.  
MAXIMUM COIL WEIGHT, COIL INSIDE DIAMETER 24-34 INCHES, COIL OUTSIDE DIAMETER 72 INCHES MAXIMUM, 1/2 STANDARD THICKNESS, WIDTH, CAMBER TOLERANCES, GENERAL REQUIREMENTS TO ASTM A568/A635, NO OSCILLATION OR COIL BREAKS, FOR LEVELING INTO PANEL FLAT SHEETS/PLATES, INVOICING ON ACTUAL NET WEIGHT, TOLERANCE ON QUANTITY +/- 10%.

\*\* ITEMS 1 - 7 : ASTM A1011 CS TYPE B

\*\* ITEMS 8 - 10 : ASTM A1011 SS GRADE 36 TYPE 2 / ASTM A36

\*\* ITEMS 11 - 21 : ASTM A1018 SS GRADE 36 TYPE 2 / ASTM A36

ITEM #	QTY	UOM	Due date	Size	Weight	Price (cwt)
1	44	Ton		.075 MIN X 48	88,000	\$28.00/cwt
2	44	Ton		.097 MIN X 48	88,000	\$27.00/cwt
3	44	Ton		.112 MIN X 48	88,000	\$27.00/cwt
4	66	Ton		.112 MIN X 60	132,000	\$27.00/cwt
5	44	Ton		.127 MIN X 48	88,000	\$27.00/cwt
6	88	Ton		.127 MIN X 60	176,000	\$27.00/cwt
7	66	Ton		.127 MIN X 72	132,000	\$27.00/cwt
8	44	Ton		.178 MIN X 48	88,000	\$27.00/cwt
9	66	Ton		.178 MIN X 60	132,000	\$27.00/cwt
10	110	Ton		.178 MIN X 72	220,000	\$27.00/cwt
11	44	Ton		.240 MIN X 48	88,000	\$27.00/cwt
12	132	Ton		.240 MIN X 60	264,000	\$27.00/cwt
13	220	Ton		.240 MIN X 72	440,000	\$27.00/cwt
14	22	Ton		.305 MIN X 48	44,000	\$27.00/cwt
15	44	Ton		.305 MIN X 60	88,000	\$27.00/cwt
16	22	Ton		.305 MIN X 72	44,000	\$27.00/cwt
17	44	Ton		.365 MIN X 48	88,000	\$27.00/cwt
18	88	Ton		.365 MIN X 60	176,000	\$27.00/cwt
19	88	Ton		.365 MIN X 72	176,000	\$27.00/cwt
20	44	Ton		.490 MIN X 48	88,000	\$27.00/cwt
21	66	Ton		.490 MIN X 60	132,000	\$27.00/cwt
Total	1430	Ton			2,860,000	

PRICE: THE ABOVE MENTIONED PRICES ARE TO BE UNDERSTOOD PER CWT, NET EFFECTIVE, VIA BARGE, LOADED TRUCK, NORTH SIDE CITY DOCKS, PORT OF HOUSTON, HOUSTON, TEXAS.

MARKS: #24.360 / QUALITY / SIZE / HEAT NO. / HOUSTON /

<Lot 2>

HOT ROLLED COILS IN QUALITIES LISTED BELOW, MILL EDGE, 48,000 LBS.  
 MAXIMUM COIL WEIGHT, COIL INSIDE DIAMETER 24-34 INCHES, COIL OUTSIDE  
 DIAMETER 72 INCHES MAXIMUM, 1/2 STANDARD THICKNESS, WIDTH, CAMBER  
 TOLERANCES, GENERAL REQUIREMENTS TO ASTM A568/A635, NO OSCILLATION OR  
 COIL BREAKS, FOR LEVELING INTO PANEL FLAT SHEETS/PLATES, INVOICING ON  
 ACTUAL NET WEIGHT, TOLERANCE ON QUANTITY +/- 10%.

**\*\* ITEMS 1 - 2 : ASTM A1011 SS GRADE 55**

ITEM #	QTY	UOM	Due date	Size	Weight	Price (cwt)
1	44	Ton		.127 MIN X 60	88,000	\$28.00/cwt
2	66	Ton		.178 MIN X 60	132,000	\$28.00/cwt
Total	110	Ton			220,000	

PRICE: THE ABOVE MENTIONED PRICES ARE TO BE UNDERSTOOD PER CWT, NET EFFECTIVE, VIA  
 BARGE, LOADED TRUCK, NORTH SIDE CITY DOCKS, PORT OF HOUSTON, HOUSTON, TEXAS.

MARKS: #24.361 / QUALITY / SIZE / HEAT NO. / HOUSTON /

<LOT 3>

HOT ROLLED COILS IN QUALITIES LISTED BELOW, MILL EDGE, 48,000 LBS.

MAXIMUM COIL WEIGHT, COIL INSIDE DIAMETER 24-34 INCHES, COIL OUTSIDE DIAMETER 72 INCHES MAXIMUM, 1/2 STANDARD THICKNESS, WIDTH, CAMBER TOLERANCES, GENERAL REQUIREMENTS TO ASTM A568/A635, NO OSCILLATION OR COIL BREAKS, FOR LEVELING INTO PANEL FLAT SHEETS/PLATES, INVOICING ON ACTUAL NET WEIGHT, TOLERANCE ON QUANTITY +/- 10%.

**\*\*ITEMS 1 - 3 : ASTM A1011 SS GRADE 36 TYPE 2 / ASTM A36**

**\*\*ITEMS 4 - 10 : ASTM A1018 SS GRADE 36 TYPE 2 / ASTM A36**

ITEM #	QTY	UOM	Due date	Size	Weight	Price (cwt)
1	100	Ton		.1775 MIN X 48	200,000	\$27.00/cwt
2	100	Ton		.1775 MIN X 60	200,000	\$27.00/cwt
3	100	Ton		.1775 MIN X 72	200,000	\$27.00/cwt
4	200	Ton		.240 MIN X 48	400,000	\$27.00/cwt
5	200	Ton		.240 MIN X 60	400,000	\$27.00/cwt
6	200	Ton		.240 MIN X 72	400,000	\$27.00/cwt
7	200	Ton		.365 MIN X 48	400,000	\$27.00/cwt
8	100	Ton		.365 MIN X 60	200,000	\$27.00/cwt
9	100	Ton		.365 MIN X 72	200,000	\$27.00/cwt
10	200	Ton		.490 MIN X 48	400,000	\$27.00/cwt
Total	1,500	Ton			3,000,000	

PRICE: THE ABOVE-MENTIONED PRICES ARE TO BE UNDERSTOOD PER CWT, NET EFFECTIVE, VIA BARGE, LOADED TRUCK, NORTH SIDE CITY DOCKS, PORT OF HOUSTON, HOUSTON, TEXAS.

MARKS: # 24.363 / QUALITY / SIZE / HEAT NO. / HOUSTON



Marubeni-Itochu Steel America Inc. MISA - LOS ANGELES BRANCH PAGE 1

TEL 323-981-3280 FAX 323-981-3298

PURCHASE CONFIRMATION AND CONTRACT

SELLER : JSWUL JSW STEEL USA, OHIO

1500 COMMERCIAL AVE.  
MINGO JUNCTION, OH 43938

CONTRACT NO. : L5029500 YOUR REF. NO. : 3399  
SHIPMENT : ARPIL 2020 SHIPMENT

DATE: 03/05/2020

ATTN. :  
SUPPLIER : JSWUL JSW STEEL USA, OHIO

1500 COMMERCIAL AVE.  
MINGO JUNCTION, OH 43938

VIA :  
DESTINATION :  
PAYMENT TERMS : NET 45 DAYS AFTER BARGE DEPARTURE FROM MINGO JUNCTION, OH.

DEPT/UNIT : CHSL LSA-SHOHEI  
P.I.C. : TANAKA, SHOHEI  
E-MAIL : Tanakas@misa.com

DELIVERY TERMS : DAP, LOADED TRUCK AT NORTH SIDE CITY DOCK, HOUSTON, TX  
DLVY. ALLOWANCE : +10.0% -10.0  
INSURANCE TERMS :

COMMODITY	QUANTITY	UNIT PRICE	AMOUNT
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- details as per attached sheet - TOTAL

S/T LB USD  
1,430.000 2,860,000.000 773,080.00

DAP, LOADED TRUCK AT NORTH SIDE CITY DOCK, HOUSTON, TX USD  
G.TOTAL 773,080.00

PACKING :

SHIPPING : L50295/QUALITY/SIZE/HEAT NO./  
MARK HOUSTON

MANUFACTURE : JSW STEEL USA, OHIO MINGO JUNCTION,  
INSPECTION : MILL'S FINAL  
DELIVERY WEIGHT : ACTUAL NET WEIGHT

REMARKS : HOT ROLLED COILS, MILL EDGE, 1/2 STANDARD THICKNESS, WIDTH,  
CAMBER TOLERANCES, GENERAL REQUIREMENTS TO ASTM A568/A635,  
MAX COIL WT: 48,000LBS, COIL OD MAX: 72". FOR LEVELING INTO  
PANEL FLAT SHEETS/PLATES. NO OSCILLATION OR COIL BREAKS.  
PHOTOS SHOWING APPEARANCE OF COILS AT THE TIME OF LOADING  
AT MILL TO BE SUPPLIED BY SELLER.

This Contract is and shall be subject to the Terms herein stated and those on the reverse side hereof, including the provision for arbitration, all of which are hereby accepted by the Buyer. The provision of this Contract may not be modified, rescinded or  
waived except in writing and in accordance with the Terms and Conditions on the reverse hereof. This Contract has been prepared in accordance with the understanding between the Seller and the Buyer. No Changes should be made thereto by the Seller.  
If changes are desired this Contract should be returned immediately to the Buyer together with the suggested changes, and if satisfactory to the Buyer a new revised contract will be forwarded for the Seller's signature.  
The Seller hereby represents and warrants to the Buyer that no merchandise to be supplied to the Buyer hereunder contain nor were manufactured with Class 1 asbestos containing substances as identified by the US Clean Air Act Amendment of 1990 and  
the Regulations promulgated thereunder (40 CFR Part 82). If such merchandise contains or is manufactured with Class 1 asbestos containing substances, the Seller shall place a warning label thereon in compliance with said statute and regulations and shall also  
comply with any instruction given by the Buyer.

ACCEPTED BY SELLER

BUYER: Marubeni-Itochu Steel America Inc.

BY

AUTHORIZED SIGNATURE

KAZUYUKI HIRASAKA VICE PRESIDENT DIV 1 AUTHORIZED SIGNATURE  
LOS ANGELES BRANCH  
111 W. OCEAN BOULEVARD, SUITE 1940.  
LONG BEACH, CA 90802









Marubeni-Itochu Steel America Inc.  
MISA - LOS ANGELES BRANCH

TEL 323-981-3280 FAX 323-981-3298

ATTACHED SHEET (PURCHASE)

PAGE 2

SELLER : JSWIL, JSM STEEL USA, OHIO  
1500 COMMERCIAL AVE.  
MINGO JUNCTION, OH 43938

CONTRACT NO.: L5029500  
DEPT/UNIT : CH5L  
LSA-SHOHEI

DATE: 03/05/2020

COMMODITY	QUANTITY	UNIT	PRICE	AMOUNT
HOT ROLLED STEEL COIL				
( 1 ) ASTM A1011 CS TYPE B 0.075" MIN X 48.00" X C	S/T	LB	PER 100 LB	USD
	44.000	88,000.000	28.0000	24,640.00
( 2 ) ASTM A1011 CS TYPE B 0.097" MIN X 48.00" X C	S/T	LB	PER 100 LB	USD
	44.000	88,000.000	27.0000	23,760.00
( 3 ) ASTM A1011 CS TYPE B 0.112" MIN X 48.00" X C	S/T	LB	PER 100 LB	USD
	44.000	88,000.000	27.0000	23,760.00
( 4 ) ASTM A1011 CS TYPE B 0.112" MIN X 60.00" X C	S/T	LB	PER 100 LB	USD
	66.000	132,000.000	27.0000	35,640.00
( 5 ) ASTM A1011 CS TYPE B 0.127" MIN X 48.00" X C	S/T	LB	PER 100 LB	USD
	44.000	88,000.000	27.0000	23,760.00
( 6 ) ASTM A1011 CS TYPE B 0.127" MIN X 60.00" X C	S/T	LB	PER 100 LB	USD
	88.000	176,000.000	27.0000	47,520.00
( 7 ) ASTM A1011 SS GRADE 36 TYPE 2 / ASTM A36 0.178" MIN X 48.00" X C	S/T	LB	PER 100 LB	USD
	44.000	88,000.000	27.0000	23,760.00

TEL 323-981-3280 FAX 323-981-3298

ATTACHED SHEET (PURCHASE)

Marubeni-Itochu Steel America Inc.  
MISA - LOS ANGELES BRANCH

PAGE 3

SELLER : JSWOL JSW STEEL USA, OHIO  
1500 COMMERCIAL AVE.  
MINGO JUNCTION, OH 43938

CONTRACT NO.: L5029500  
DEPT/UNIT : CHSL  
LSA-SHOHEI

DATE: 03/05/2020

COMMODITY	QUANTITY	UNIT	PRICE	AMOUNT
( 8 ) ASTM A1011 SS GRADE 36 TYPE 2 / ASTM A36 0.178" MIN X 60.00" X C	S/T 66.000	LB 132,000.000	PER 100 LB 27.0000	USD 35,640.00
( 9 ) ASTM A1011 SS GRADE 36 TYPE 2 / ASTM A36 0.178" MIN X 72.00" X C	S/T 110.000	LB 220,000.000	PER 100 LB 27.0000	USD 59,400.00
( 10 ) ASTM A1018 SS GRADE 36 TYPE 2 / ASTM A36 0.240" MIN X 48.00" X C	S/T 44.000	LB 88,000.000	PER 100 LB 27.0000	USD 23,760.00
( 11 ) ASTM A1018 SS GRADE 36 TYPE 2 / ASTM A36 0.240" MIN X 60.00" X C	S/T 132.000	LB 264,000.000	PER 100 LB 27.0000	USD 71,280.00
( 12 ) ASTM A1018 SS GRADE 36 TYPE 2 / ASTM A36 0.240" MIN X 72.00" X C	S/T 286.000	LB 572,000.000	PER 100 LB 27.0000	USD 154,440.00
( 13 ) ASTM A1018 SS GRADE 36 TYPE 2 / ASTM A36 0.305" MIN X 48.00" X C	S/T 22.000	LB 44,000.000	PER 100 LB 27.0000	USD 11,880.00
( 14 ) ASTM A1018 SS GRADE 36 TYPE 2 / ASTM A36 0.305" MIN X 60.00" X C	S/T 44.000	LB 88,000.000	PER 100 LB 27.0000	USD 23,760.00





TEL 323-981-3280 FAX 323-981-3298 ATTACHED SHEET (PURCHASE)

SELLER : JSWIL JSW STEEL USA, OHIO  
1500 COMMERCIAL AVE.  
MINGO JUNCTION, OH 43938

CONTRACT NO.: L5029500  
DEPT/UNIT : CHSL  
LSA-SHOHEI

DATE: 03/05/2020

COMMODITY	QUANTITY	UNIT	PRICE	AMOUNT
( 15 ) ASTM A1018 SS GRADE 36 TYPE 2 / ASTM A36 0.305" MIN X 72.00" X C	S/T 22.000	LB 44,000.000	PER 100 LB 27.0000	USD 11,880.00
( 16 ) ASTM A1018 SS GRADE 36 TYPE 2 / ASTM A36 0.365" MIN X 48.00" X C	S/T 44.000	LB 88,000.000	PER 100 LB 27.0000	USD 23,760.00
( 17 ) ASTM A1018 SS GRADE 36 TYPE 2 / ASTM A36 0.365" MIN X 60.00" X C	S/T 88.000	LB 176,000.000	PER 100 LB 27.0000	USD 47,520.00
( 18 ) ASTM A1018 SS GRADE 36 TYPE 2 / ASTM A36 0.365" MIN X 72.00" X C	S/T 88.000	LB 176,000.000	PER 100 LB 27.0000	USD 47,520.00
( 19 ) ASTM A1018 SS GRADE 36 TYPE 2 / ASTM A36 0.490" MIN X 48.00" X C	S/T 44.000	LB 88,000.000	PER 100 LB 27.0000	USD 23,760.00
( 20 ) ASTM A1018 SS GRADE 36 TYPE 2 / ASTM A36 0.490" MIN X 60.00" X C	S/T 66.000	LB 132,000.000	PER 100 LB 27.0000	USD 35,640.00
TOTAL	S/T 1,430.000	LB 2,860,000.000		USD 773,080.00



TEL 323-981-3280 FAX 323-981-3298

PURCHASE CONFIRMATION AND CONTRACT

SELLER : JSMCL JSM STEEL USA, OHIO  
1500 COMMERCIAL AVE.  
MINGO JUNCTION, OH 43938

CONTRACT NO. : L5029600 YOUR REF. NO.: 3400  
SHIPMENT : APRIL 2020 SHIPMENT

DATE: 03/05/2020

ACTN. :  
SUPPLIER : JSMCL JSM STEEL USA, OHIO  
1500 COMMERCIAL AVE.  
MINGO JUNCTION, OH 43938

VIA :  
DESTINATION :  
PAYMENT TERMS : NET 45 DAYS AFTER BARGE DEPARTURE FROM MINGO JUNCTION, OH.

ATTN. :  
DEPT/UNIT : CH5L LSA-SHOHEI  
P.I.C. : TANAKA, SHOHEI  
E-MAIL : Tanakas@misa.com

DELIVERY TERMS : DAP, LOADED TRUCK AT NORTH SIDE CITY DOCK, HOUSTON, TX  
DIVY. ALLOWANCE : +10.0% -10.0  
INSURANCE TERMS :

COMMODITY

QUANTITY UNIT PRICE AMOUNT

- details as per attached sheet - TOTAL

S/T LB USD  
110,000 220,000.000 61,600.00

DAP, LOADED TRUCK AT NORTH SIDE CITY DOCK, HOUSTON, TX  
G. TOTAL 61,600.00 USD

PACKING :

MANUFACTURE : JSM STEEL USA, OHIO MINGO JUNCTION,  
INSPECTION : MILL'S FINAL  
DELIVERY WEIGHT : ACTUAL NET WEIGHT

SHIPPING : L50296/QUALITY/SIZE/HEAT NO./  
MARK HOUSTON

REMARKS : HOT ROLLED COILS, MILL EDGE, 1/2 STANDARD THICKNESS, WIDTH,  
CAMBER TOLERANCES, GENERAL REQUIREMENTS TO ASTM A568/A635,  
MAX COIL WT: 48,000LBS, COIL OD MAX: 72". FOR LEVELING INTO  
PANEL FLAT SHEETS/PLATES. NO OSCILLATION OR COIL BREAKS.  
PHOTOS SHOWING APPEARANCE OF COILS AT THE TIME OF LOADING  
AT MILL TO BE SUPPLIED BY SELLER.

This Contract is and shall be subject to the Terms herein stated and those on the reverse side hereof, including the provision for arbitration, all of which are hereby accepted by the Seller. The provision of this Contract may not be modified, rescinded or  
waived except in writing and in accordance with the Terms and Conditions on the reverse hereof. This Contract has been prepared in accordance with the understanding between the Seller and the Buyer. No Changes should be made therein by the Seller.  
If changes are desired this Contract should be returned immediately to the Buyer together with the suggested changes, and if satisfactory to the Buyer a new revised contract will be forwarded for the Seller's signature.  
The Seller hereby represents and warrants to the Buyer that no merchandise to be supplied to the Buyer hereunder contain nor were manufactured with Class 1 ozone depleting substances as identified by the US Clean Air Act Amendment of 1990 and  
the regulations promulgated thereunder, 40 CFR Part 82. If such merchandise contains or is manufactured with Class 1 ozone depleting substances, the Seller shall place a warning label thereon in compliance with said statute and regulations and shall also  
comply with any instruction given by the Buyer.

ACCEPTED BY SELLER

BUYER: Marubeni-Itochu Steel America Inc.

BY

AUTHORIZED SIGNATURE

BY  
KAZUYUKI HIRASAWA VICE PRESIDENT DIV 1 AUTHORIZED SIGNATURE  
LOS ANGELES BRANCH  
111 W. OCEAN BOULEVARD, SUITE 1940.  
LONG BEACH, CA 90802



THE ORDER FOR THE MERCHANDISE SPECIFIED ON THE FACE HEREOF IS UPON THE FOLLOWING EXPRESS TERMS AND CONDITIONS WHICH TOGETHER WITH SAID ORDER SHALL CONSTITUTE THE ENTIRE CONTRACT BETWEEN THE BUYER AND THE SELLER.

1. This is a complete contract and the front and reverse sides contain the full agreement of the parties including all sales and delivery terms. There are no additional terms, specifications or representations not expressly contained on the front or reverse of this contract. This contract is applicable for all purposes (all prior correspondence, order blanks, confirmations or amendments) whether issued before or after the contract and any past or future order, confirmation or contract of any agent or other party with respect to the merchandise covered by this contract. No rescission, modification or waiver of this contract or any provision thereof or any right of Buyer shall be binding upon Buyer unless in writing and signed by either Seller or Buyer. No waiver by Buyer of any default or breach shall be deemed a waiver of any other, prior or subsequent default or breach.
2. This instrument shall become a binding contract when signed by both Seller and Buyer. In the absence of the signature of Seller, Seller shall remain obligated to perform the contract, including all obligations to bill or hold, instructions, specifications, labels, brands, colors, designs, patterns, models or accessories, or any other instructions, modifications or any such instructions as to bill or any part of the merchandise then been given by Buyer to Seller and Seller has not voided or repeated the same by written notice to Buyer within five (5) days after the giving of the same by Buyer or when Seller has made delivery to Buyer of any part of the merchandise covered by the contract.
3. The prices and terms stipulated on the face of this contract are those actually applying to this transaction except for annotations, discounts, deductions or rebates customarily allowed in the particular trade. The prices quoted on the face of this contract are based upon the freight rates then prevailing on the date of this contract. If freight is included, whether as a separate or included in the unit price, and if such freight is included, whether as a separate or included in the unit price, and if such freight rate decreases after the date of this contract, the decrease of such freight rate. Any and all taxes or transportation of the merchandise shall be for the account of Seller and payable by Seller.
4. The time or times specified for shipment and/or delivery on the face hereof shall be the time of the contract. If the merchandise is not shipped and/or delivered within the time or times so specified, Buyer shall have the right, in its sole and absolute discretion, to cancel this contract with respect to all or any undelivered part or installment of the merchandise including Seller's liability for all damages. Unless otherwise specified on the face hereof, all shipments of the merchandise are for the account of Seller until delivery of such merchandise is made to Buyer at the destination shown on the face hereof. Seller agrees to pay all access charges or expenses resulting from its failure to ship and deliver the merchandise in the last specified manner or as instructed by the Buyer and/or to reimburse Buyer for any such charges paid by Buyer. Unless otherwise provided on the face hereof, the merchandise may not be reshipped or delivered in installments without the prior written consent of Buyer.
5. On the day of shipment, Seller without delay, shall promptly forward to Buyer complete sets, in the requisite number of copies, of the following duly executed documents: Seller's invoice. All sets of clean shipping documents (original bills of lading, express or carrier receipts, certifications of quality and/or quantity, packing list and any other documents or additional copies of documents required to be furnished by Seller as specified on the face hereof). All invoices and packages must show Buyer's contract number indicated on the face hereof.
- (If the conditions set forth in this paragraph are not complied with by Seller, at its option, without liability to Buyer, and holding Seller liable for all damages, may at its option, accept delivery of any such shipment, or its delay or delay payment for any such shipment until all conditions have been complied with, or it demand such shipment and/or undelivered portion of the contract and/or any other contract between parties).
6. If this contract provides for delivery in installments, or if Buyer agrees in writing to accept delivery in installments, and Seller defaults in making timely delivery of any such installment or breaches any other term or condition of this contract, Buyer may, at its option, by written notice in writing to Seller of its election to do so, cancel the contract or an undelivered portion thereof and such other contracts as may exist between Buyer and Seller until such delay or default payment under the contract or such other contracts as may exist between Buyer and Seller and/or may deliver or deliver to the extent of any such cancellations by Buyer. Buyer shall have the right to recover damages against Seller by reason of Seller's default or prior breach of this contract. Wherever Buyer shall be deemed to damages under any terms of this contract, such damages shall include all loss of Buyer of every kind and nature, including but not limited to loss of profits, special, direct, indirect and consequential damages.
7. Buyer has bargained for the goods listed on the face of this contract and customarily standard goods are not acceptable without its prior written approval. All merchandise shipped or delivered to Buyer shall strictly conform to all specifications, labels, models, descriptions, plans, patterns, designs, marks, names, communications, stamps, markings, packing or other descriptions or instructions of Buyer and shall be subject to final inspection, approval, rejection, packing or other descriptions or instructions of Buyer and shall not conform may be rejected in whole or in part at the option of Buyer and if rejected may be returned by Buyer to Seller at Seller's risk or may be held for disposition by Buyer. At Seller's risk, the written notice of such rejection by Buyer to Seller. All charges of every kind and nature incurred by Buyer in resending such merchandise for disposition or returning the same to Seller, shall be borne by Seller and paid for by Seller or reimbursed by Seller if accepted by Buyer. Any delay in resending the merchandise in giving notice of rejection to Seller or in returning any reshipped merchandise to Seller shall not be deemed an acceptance of such merchandise by Buyer or be deemed a waiver of Buyer's right to inspect, make any claim or reject or return such merchandise. In the event Buyer rejects and/or returns any merchandise or makes any claim with respect to such merchandise, Buyer shall have the right to withhold any payments due to Seller under this or any other contract between Buyer and Seller until such claim or rejection is settled or disposed of. The payment by Buyer of Seller's invoice does not constitute acceptance of the merchandise covered by such invoice and shall not be deemed a waiver of any rights of Buyer, including but not limited to, Buyer's rights thereafter to reject, accept or reject or make claim with respect to all or any part of the merchandise covered by such invoice.
8. Seller shall declare the full invoice value of the merchandise in writing at the time of shipment or delivery and shall be liable to Buyer for any and all loss or damage sustained by Buyer by reason of Seller's failure to so declare such full invoice value. No term or condition of this contract shall be altered, amended, or qualified by anything appearing on Seller's invoice or any other document issued by Seller or any agent or broker of either party.

3. Seller hereby represents, warrants and guarantees to Buyer first:  
a. All merchandise covered by this contract is fit for the use for which it is intended and to which such merchandise is normally put, as fit for use in the particular field of Buyer's business and for any specific or special purpose or use known by the Seller to be contemplated by the Buyer;  
b. All merchandise is of first quality unless otherwise shown on the face hereof;  
c. Buyer shall be free from liability or responsibility for any patent, copyright, trade, design, trademark, model, pattern, construction, trademark, design or stamp used by Seller and Seller shall have sole liability in connection therewith or by reason of any claim made or suit instituted in connection therewith. Seller agrees to indemnify Buyer for any such liability and for all costs, expenses and counsel fees in connection therewith and agrees to assume all liabilities for any disputes resulting from such use and to indemnify Buyer therefor. If Buyer does not select itself to defend any such suit, Seller upon request by Buyer and at its own cost and expense, shall take over the defense of any such suit against Buyer, in such event, Buyer may retain counsel of its own choosing and participate in any such suit for its own protection with all costs, expenses and counsel fees of Buyer being payable by Seller. In all events, Seller shall indemnify Buyer for any judgment and/or costs awarded against Buyer.
10. All packages and merchandise must be packed and marked by Seller in accordance with Buyer's instructions. Any packages or merchandise not so packed or having labels or marks other than those specified by Buyer, may, at the Buyer's option and at Seller's risk and expense, be returned to Seller for reusading and/or remarking or Buyer may reject and/or return the same and Seller shall pay for or reimburse Buyer for all charges and expenses in connection therewith. Seller shall make no charge to Buyer for packing or marking unless specifically provided on the face hereof;
11. If the merchandise covered by this contract shall be purchased by Buyer for export from the United States, Seller shall, at its own cost and expense, comply with all laws, rules and regulations relating to and/or governing all such exports and shall procure and deliver to Buyer all necessary licenses, export declarations and other necessary documents and Seller shall pay all export fees, duties and taxes in connection with such exportations.
12. This contract and the performance of both parts hereunder are subject to all comprehensive beyond the control of either Buyer or Seller, including but not limited to act of God, fire, flood, war, riots, laws and orders of government restricting export from the United States or restricting import into any foreign country, or failure of Buyer to obtain import licenses in any foreign country to which it intends to ship or deliver the merchandise, accidents, strikes or labor disputes and other casualties and contingencies beyond the control of either party or otherwise unavoidable. In any such event, Buyer shall have the right to its election and without any liability on the part of Seller, to cancel all or any portion of this contract or to modify or to accept performance of the contract as so reasonable or modified and the Seller shall perform the contract as so terminated.
- Any delay in the performance of the contract by Seller for any reason whatsoever, including but not limited to the causes for non-performance or delay, shall constitute a breach of this contract. If Buyer is purchasing the merchandise for export from the United States and for resale in a foreign country, the above causes for delay in performance or non-performance by Seller and the causes for resale under the laws of the United States or any state shall not relieve Seller from performing this contract in accordance with all of its terms unless the cause relied on by Seller exceeds its delay in performance or non-performance of the contract shall absolve Buyer from any liability it may have in connection with resale of the merchandise to its customer in such foreign country or unless Seller with absolute Buyer's liability and bond Buyer therefor. All such awards shall be final and binding.
- 13a. Any controversy or claim arising out of, in connection with or relating to this contract or the interpretation, performance or breach thereof shall be decided by arbitration in the City of New York under the rules then obtaining of any one of the following: at Buyer's election, the American Arbitration Association or their successors, and under the laws of the State of New York. Anything to the contrary contained in this contract and in any correspondence, purchase order, invoice, packing, notices or processes necessary or proper for the fulfillment of this contract shall be void and every judgment on an award made thereunder, including awards in connection therewith, may be served upon, enforced and entry of judgment on an award made thereunder to each of them at their respective addresses shown on the face hereof, or (2) by personal service within or without the State of New York, or (3) by any other manner or service permitted under the laws of the State of New York, and the parties hereto severally recognize and consent to the jurisdiction over each of them of the arbitration tribunal of said Association and of the courts of the State of New York.
- 13b. In any arbitration proceeding in which an award is made in favor of Buyer, Buyer shall entitled, in addition to other damages awarded to it, to recover from Seller all costs and expenses of the arbitration, including its reasonable attorney fees.
14. Buyer shall not be limited in its rights and remedies against the Seller for any cause whatsoever to those set forth in the contract, but shall have such other rights and remedies as may be available to it, including all rights under the New York Uniform Commercial Code.
15. This contract shall be deemed to have been made in, and its interpretation and performance thereunder shall be governed by the laws of the State of New York.
16. ANY ACTION OF ANY KIND AGAINST BUYER AND SELLER MUST BE COMMENCED WITHIN ONE YEAR OF THE DATE SUCH RIGHT, CLAIM, DEMAND OR CAUSE OF ACTION SHALL FIRST ACQUIRE.



Marubeni-Itochu Steel America Inc. MISA - LOS ANGELES BRANCH PAGE 2

TEL 323-981-3280 FAX 323-981-3298

ATTACHED SHEET (PURCHASE)

SELLER : JSWUL JSW STEEL USA, OHIO  
1500 COMMERCIAL AVE.  
MINGO JUNCTION, OH 43938

CONTRACT NO.: L5029600  
DEPT/UNIT : CHSL  
LSA-SHOHEI

DATE: 03/05/2020

COMMODITY

QUANTITY UNIT PRICE AMOUNT

HOT ROLLED STEEL COIL

( 1 )

ASTM A1011 HSLA GRADE 55 CLASS 1  
0.127" MIN X 60.00" X C

S/T LB PER 100 LB USD  
44.000 88,000.000 28.0000 24,640.00

( 2 )

ASTM A1011 HSLA GRADE 55 CLASS 1  
0.178" MIN X 60.00" X C

S/T LB PER 100 LB USD  
66.000 132,000.000 28.0000 36,960.00

TOTAL S/T LB 220,000.000 61,600.00 USD



Marubeni-Itochu Steel America Inc.

TEL 323-981-3280 FAX 323-981-3298

PURCHASE CONFIRMATION AND CONTRACT

MISA - LOS ANGELES BRANCH

DATE: 03/05/2020

SELLER : JSWUL JSW STEEL USA, OHIO

1500 COMMERCIAL AVE.

MINCO JUNCTION, OH 43938

ATTN. :

SUPPLIER : JSWUL JSW STEEL USA, OHIO

1500 COMMERCIAL AVE.

MINCO JUNCTION, OH 43938

ATTN. :

DEPT/UNIT : CHSL LSA-SHOHEI

P.I.C. : TANAKA, SHOHEI

E-MAIL : [Tanaka@misa.com](mailto:Tanaka@misa.com)

COMMODITY :

DELIVERY TERMS : DAP, LOADED TRUCK AT NORTH SIDE CITY DOCK, HOUSTON, TX

DIVY ALLOWANCE : +10.0% -10.0

INSURANCE TERMS :

CONTRACT NO. : L5029700 YOUR REF. NO. : 3401

SHIPMENT : END MARCH/EARLY APRIL 2020 SHIPMENT AIMING EARLIEST

VIA :

DESTINATION :

PAYMENT TERMS : NET 45 DAYS AFTER BARGE DEPARTURE FROM MINCO

JUNCTION, OH.

- details as per attached sheet - TOTAL

S/T LB USD

1,500.000 3,000,000.000 810,000.00

DAP, LOADED TRUCK AT NORTH SIDE CITY DOCK, HOUSTON, TX

G.TOTAL 810,000.00 USD

PACKING :

MANUFACTURE : JSW STEEL USA, OHIO MINCO JUNCTION,

INSPECTION : MILL'S FINAL

DELIVERY WEIGHT : ACTUAL NET WEIGHT

SHIPPING : L50297/QUALITY/SIZE/HEAT NO./

MARK HOUSTON

REMARKS : HOT ROLLED COILS, MILL EDGE, 1/2 STANDARD THICKNESS, WIDTH,

CAMBER TOLERANCES, GENERAL REQUIREMENTS TO ASTM A568/A635,

MAX COIL WT: 48,000LBS, COIL OD MAX: 72". FOR LEVELING INTO

PANEL FLAT SHEETS/PLATES. NO OSCILLATION OR COIL BREAKS.

PHOTOS SHOWING APPEARANCE OF COILS AT THE TIME OF LOADING

AT MILL TO BE SUPPLIED BY SELLER.

This Contract is and shall be subject to the Terms herein stated and those on the reverse side hereof, including the provision for arbitration, all of which are hereby accepted by the Buyer. The provision of this Contract may not be modified, rescinded or waived except in writing and in accordance with the Terms and Conditions on the reverse hereof. This Contract has been prepared in accordance with the understanding between the Seller and the Buyer. No Changes should be made therein by the Seller. If changes are desired this Contract should be returned immediately to the Buyer together with the suggested changes, and if satisfactory to the Buyer a new revised contract will be forwarded for the Seller's signature. The Seller hereby represents and warrants to the Buyer that no merchandise to be supplied to the Buyer hereunder contain nor were manufactured with Class 1 ozone depleting substances as identified by the US Clean Air Act Amendment of 1990 and the regulations promulgated thereunder (40 CFR Part 82). If such merchandise contains or is manufactured with Class 1 ozone depleting substances, the Seller shall place a warning label thereon in compliance with said statute and regulations and shall also comply with any instruction given by the Buyer.

ACCEPTED BY SELLER

BUYER: Marubeni-Itochu Steel America Inc.

BY

AUTHORIZED SIGNATURE

BY

AUTHORIZED SIGNATURE

KAZUYUKI HIRASAWA VICE PRESIDENT DIV 1  
LOS ANGELES BRANCH  
111 W. OCEAN BOULEVARD, SUITE 1940.  
LONG BEACH, CA 90802



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TEL 323-981-3280 FAX 323-981-3298 ATTACHED SHEET (PURCHASE)

SELLER : JSWOL JSW STEEL USA, OHIO  
1500 COMMERCIAL AVE.  
MUNDO JUNCTION, OH 43938

CONTRACT NO.: L5029700  
DEPT/UNIT : CHSL  
LSA-SHOHEI

DATE: 03/05/2020

COMMODITY	QUANTITY	UNIT	PRICE	AMOUNT
HOT ROLLED STEEL COIL				
( 1 ) ASTM A1011 SS GRADE 36 TYPE 2 / ASTM A36 0.178" MIN X 48.00" X C	S/T 100.000	LB 200,000.000	PER 100 LB 27.0000	USD 54,000.00
( 2 ) ASTM A1011 SS GRADE 36 TYPE 2 / ASTM A36 0.178" MIN X 60.00" X C	S/T 100.000	LB 200,000.000	PER 100 LB 27.0000	USD 54,000.00
( 3 ) ASTM A1011 SS GRADE 36 TYPE 2 / ASTM A36 0.178" MIN X 72.00" X C	S/T 100.000	LB 200,000.000	PER 100 LB 27.0000	USD 54,000.00
( 4 ) ASTM A1018 SS GRADE 36 TYPE 2 / ASTM A36 0.240" MIN X 48.00" X C	S/T 200.000	LB 400,000.000	PER 100 LB 27.0000	USD 108,000.00
( 5 ) ASTM A1018 SS GRADE 36 TYPE 2 / ASTM A36 0.240" MIN X 60.00" X C	S/T 200.000	LB 400,000.000	PER 100 LB 27.0000	USD 108,000.00
( 6 ) ASTM A1018 SS GRADE 36 TYPE 2 / ASTM A36 0.240" MIN X 72.00" X C	S/T 200.000	LB 400,000.000	PER 100 LB 27.0000	USD 108,000.00
( 7 ) ASTM A1018 SS GRADE 36 TYPE 2 / ASTM A36 0.365" MIN X 48.00" X C	S/T 200.000	LB 400,000.000	PER 100 LB 27.0000	USD 108,000.00

TEL 323-981-3280 FAX 323-981-3298

ATTACHED SHEET (PURCHASE)

Marubeni-Itochu Steel America Inc.  
MISA - LOS ANGELES BRANCH

SELLER : JSWOL JSW STEEL USA, OHIO  
1500 COMMERCIAL AVE.  
MUNGO JUNCTION, OH 43938

CONTRACT NO.: L5029700  
DEPT/UNIT : CH5L  
LSA-SHOHEI

DATE: 03/05/2020

COMMODITY	QUANTITY	UNIT PRICE	AMOUNT
( 8 ) ASTM A1018 SS GRADE 36 TYPE 2 / ASTM A36 0.365" MIN X 60.00" X C	S/T 100.000	LB PER 100 LB 27.0000	USD 54,000.00
( 9 ) ASTM A1018 SS GRADE 36 TYPE 2 / ASTM A36 0.365" MIN X 72.00" X C	S/T 100.000	LB PER 100 LB 27.0000	USD 54,000.00
( 10 ) ASTM A1018 SS GRADE 36 TYPE 2 / ASTM A36 0.490" MIN X 48.00" X C	S/T 200.000	LB PER 100 LB 27.0000	USD 108,000.00
TOTAL	S/T 1,500.000	LB 3,000,000.000	USD 810,000.00





**JSW Steel USA Ohio, Inc.**  
1500 Commercial Avenue  
Mingo Junction, OH 43938

**ACKNOWLEDGEMENT**

SALES ORDER NO.

**003399**

REV.

0

REV DATE

03/09/2020

CUSTOMER P.O. NUMBER		P.O. DATE	SALES REPRESENTATIVE		TAX EXEMPT	
L5-0295		03/04/2020	Abhishek Aggarwal			
PAYMENT TERMS		F.O.B.	FREIGHT PAYMENT		CARRIER	
Net 45 Days		Barge - Reload	Delivered		No Barge Assigned	
CUSTOMER ( 000644-000 )			SHIP TO ( 000644-003 )			
MARUBENI-TOCHU STEEL AMERICA INC			MISA- NORTH SIDE CITY DOCKS			
111 W. OCEAN BVLD. SUITE 1940			C/O RICHARDSON			
LONG BEACH, CA 90802			NORTH SIDE CITY DOCKS- PORT OF HOUSTON			
			HOUSTON, TX 77029			
ATTENTION: CINDY MASUDA, ACCOUNTING			BILL TO: Same As Customer			
ITEM	QUANTITY	DESCRIPTION		UNIT PRICE	NET WEIGHT	
001	88,000 LBS	REMOVED LINE 7 ON CUSTOMER PO CUSTOMER ADDED 66 TONS TO LINE 12 H7080 ASTM A1011 CS TypeB 0.075" x 48.000" CUSTOMER P.O. LINE NBR:  HOT ROLL COIL 0.075" x 48.000" x LENGTH SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/10/2020		28.0000 CWT	24,640.00	
002	88,000 LBS	H7080 ASTM A1011 CS TypeB 0.097" x 48.000" CUSTOMER P.O. LINE NBR:  HOT ROLL COIL 0.097" x 48.000" x LENGTH SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/10/2020		27.0000 CWT	23,760.00	
003	88,000 LBS	H7080 ASTM A1011 CS TypeB 0.112" x 48.000" CUSTOMER P.O. LINE NBR:  HOT ROLL COIL 0.112" x 48.000" x LENGTH SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/10/2020		27.0000 CWT	23,760.00	
004	132,000 LBS	H7100 ASTM A1011 CS TypeB 0.112" x 60.000" CUSTOMER P.O. LINE NBR:  HOT ROLL COIL 0.112" x 60.000" x LENGTH SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/10/2020		27.0000 CWT	35,640.00	
005	88,000 LBS	H7080 ASTM A1011 CS TypeB 0.127" x 48.000" CUSTOMER P.O. LINE NBR:  HOT ROLL COIL		27.0000 CWT	23,760.00	
EXHIBIT C						

**EXHIBIT**  
**C**



**JSW Steel USA Ohio, Inc.**  
1500 Commercial Avenue  
Mingo Junction, OH 43938

# ACKNOWLEDGEMENT

SALES ORDER NO.

**003399**

REV.

0

REV DATE

03/09/2020

CUSTOMER P.O. NUMBER		P.O. DATE	SALES REPRESENTATIVE		TAX EXEMPT	
L5-0295		03/04/2020	Abhishek Aggarwal			
PAYMENT TERMS		F.O.B.	FREIGHT PAYMENT		CARRIER	
Net 45 Days		Barge - Reload	Delivered		No Barge Assigned	
CUSTOMER ( 000644-000 )			SHIP TO ( 000644-003 )			
MARUBENI-TOCHU STEEL AMERICA INC			MISA- NORTH SIDE CITY DOCKS			
111 W. OCEAN BVLD. SUITE 1940			C/O RICHARDSON			
LONG BEACH, CA 90802			NORTH SIDE CITY DOCKS- PORT OF HOUSTON			
			HOUSTON, TX 77029			
ATTENTION: CINDY MASUDA, ACCOUNTING			BILL TO: Same As Customer			
ITEM	QUANTITY	DESCRIPTION		UNIT PRICE	EXTENSION (USD)	
006	176,000 LBS	0.127" x 48.000" x LENGTH SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/10/2020 H7100 ASTM A1011 CS TypeB 0.127" x 60.000" CUSTOMER P.O. LINE NBR:  HOT ROLL COIL 0.127" x 60.000" x LENGTH SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/10/2020		27.0000 CWT	47,520.00	
007	88,000 LBS	H7170 ASTM A1011 SS Gr 36 Type 2 For Conversion to ASTM A36 0.178" x 48.000" CUSTOMER P.O. LINE NBR:  HOT ROLL COIL 0.178" x 48.000" x LENGTH SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/10/2020		27.0000 CWT	23,760.00	
008	132,000 LBS	H7170 ASTM A1011 SS Gr 36 Type 2 For Conversion to ASTM A36 0.178" x 60.000" CUSTOMER P.O. LINE NBR:  HOT ROLL COIL 0.178" x 60.000" x LENGTH SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/10/2020		27.0000 CWT	35,640.00	
009	220,000 LBS	H7170 ASTM A1011 SS Gr 36 Type 2 For Conversion to ASTM A36 0.178" x 72.000" CUSTOMER P.O. LINE NBR:  HOT ROLL COIL 0.178" x 72.000" x LENGTH SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/10/2020		27.0000 CWT	59,400.00	
010	88,000 LBS	H7170		27.0000 CWT	23,760.00	



**JSW Steel USA Ohio, Inc.**  
1500 Commercial Avenue  
Mingo Junction, OH 43938

# ACKNOWLEDGEMENT

SALES ORDER NO.

**003399**

REV.

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REV DATE

03/09/2020

CUSTOMER P.O. NUMBER		P.O. DATE	SALES REPRESENTATIVE		TAX EXEMPT
L5-0295		03/04/2020	Abhishek Aggarwal		
PAYMENT TERMS		F.O.B.	FREIGHT PAYMENT		CARRIER
Net 45 Days		Barge - Reload	Delivered		No Barge Assigned
CUSTOMER ( 000644-000 )			SHIP TO ( 000644-003 )		
MARUBENI-ITOCHU STEEL AMERICA INC			MISA- NORTH SIDE CITY DOCKS		
111 W. OCEAN BLVD. SUITE 1940			C/O RICHARDSON		
LONG BEACH, CA 90802			NORTH SIDE CITY DOCKS- PORT OF		
			HOUSTON		
			HOUSTON, TX 77029		
ATTENTION: CINDY MASUDA, ACCOUNTING			BILL TO: Same As Customer		
ITEM	QUANTITY	PRODUCT NUMBER / DESCRIPTION		UNIT PRICE	EXTENSION (USD)
011	264,000 LBS	ASTM A1018 SS Gr 36 Type 2 For Conversion to ASTM A36 0.240" x 48.000" CUSTOMER P.O. LINE NBR:  HOT ROLL COIL 0.240" x 48.000" x LENGTH  SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/10/2020		27.0000 CWT	71,280.00
012	572,000 LBS	H7170 ASTM A1018 SS Gr 36 Type 2 For Conversion to ASTM A36 0.240" x 60.000" CUSTOMER P.O. LINE NBR:  HOT ROLL COIL 0.240" x 60.000" x LENGTH  SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/10/2020		27.0000 CWT	154,440.00
013	44,000 LBS	H7180 ASTM A1018 SS Gr 36 Type 2 For Conversion to ASTM A36 0.305" x 48.000" CUSTOMER P.O. LINE NBR:  HOT ROLL COIL 0.305" x 48.000" x LENGTH  SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/10/2020		27.0000 CWT	11,880.00
014	88,000 LBS	H7180 ASTM A1018 SS Gr 36 Type 2 For Conversion to ASTM A36 0.305" x 60.000" CUSTOMER P.O. LINE NBR:		27.0000 CWT	23,760.00



**JSW Steel USA Ohio, Inc.**  
1500 Commercial Avenue  
Mingo Junction, OH 43938

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SALES ORDER NO.

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REV DATE

03/09/2020

CUSTOMER P.O. NUMBER		P.O. DATE	SALES REPRESENTATIVE		TAX EXEMPT
L5-0295		03/04/2020	Abhishek Aggarwal		
PAYMENT TERMS		F.O.B.	FREIGHT PAYMENT		CARRIER
Net 45 Days		Barge - Reload	Delivered		No Barge Assigned
CUSTOMER ( 000644-000 )			SHIP TO ( 000644-003 )		
MARUBENI-TOCHU STEEL AMERICA INC			MISA- NORTH SIDE CITY DOCKS		
111 W. OCEAN BVLD. SUITE 1940			C/O RICHARDSON		
LONG BEACH, CA 90802			NORTH SIDE CITY DOCKS- PORT OF HOUSTON		
			HOUSTON, TX 77029		
ATTENTION: CINDY MASUDA, ACCOUNTING			BILL TO: Same As Customer		
ITEM	QUANTITY	PRODUCT NUMBER DESCRIPTION		UNIT PRICE	EXTENSION (USD)
015	44,000 LBS	HOT ROLL COIL 0.305" x 60.000" x LENGTH  SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/10/2020		27.0000 CWT	11,880.00
		H7180 ASTM A1018 SS Gr 36 Type 2 For Conversion to ASTM A36 0.305" x 72.000" CUSTOMER P.O. LINE NBR:			
		HOT ROLL COIL 0.305" x 72.000" x LENGTH  SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/10/2020			
016	88,000 LBS	H7180 ASTM A1018 SS Gr 36 Type 2 For Conversion to ASTM A36 0.365" x 48.000" CUSTOMER P.O. LINE NBR:		27.0000 CWT	23,760.00
		HOT ROLL COIL 0.365" x 48.000" x LENGTH  SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/10/2020			
		H7180 ASTM A1018 SS Gr 36 Type 2 For Conversion to ASTM A36 0.365" x 60.000" CUSTOMER P.O. LINE NBR:			
017	176,000 LBS	H7180 ASTM A1018 SS Gr 36 Type 2 For Conversion to ASTM A36 0.365" x 60.000" CUSTOMER P.O. LINE NBR:		27.0000 CWT	47,520.00
		HOT ROLL COIL 0.365" x 60.000" x LENGTH  SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/10/2020			
		H7180 ASTM A1018 SS Gr 36 Type 2 For Conversion to ASTM A36 0.365" x 72.000" CUSTOMER P.O. LINE NBR:			
018	176,000 LBS	H7180 ASTM A1018 SS Gr 36 Type 2 For Conversion to ASTM A36 0.365" x 72.000" CUSTOMER P.O. LINE NBR:		27.0000 CWT	47,520.00
		HOT ROLL COIL 0.365" x 72.000" x LENGTH			



**JSW Steel USA Ohio, Inc.**  
1500 Commercial Avenue  
Mingo Junction, OH 43938

# ACKNOWLEDGEMENT

SALES ORDER NO.

**003399**

REV.

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REV DATE

03/09/2020

CUSTOMER P.O. NUMBER <b>L5-0295</b>		P.O. DATE <b>03/04/2020</b>		SALES REPRESENTATIVE <b>Abhishek Aggarwal</b>		TAX EXEMPT	
PAYMENT TERMS <b>Net 45 Days</b>		F.O.B. <b>Barge - Reload</b>		FREIGHT PAYMENT <b>Delivered</b>		CARRIER <b>No Barge Assigned</b>	
CUSTOMER ( 000644-000 ) <b>MARUBENI-TOCHU STEEL AMERICA INC</b> <b>111 W. OCEAN BVLD. SUITE 1940</b> <b>LONG BEACH, CA 90802</b>				SHIP TO ( 000644-003 ) <b>MISA- NORTH SIDE CITY DOCKS</b> <b>C/O RICHARDSON</b> <b>NORTH SIDE CITY DOCKS- PORT OF</b> <b>HOUSTON</b> <b>HOUSTON, TX 77029</b>			
ATTENTION: <b>CINDY MASUDA, ACCOUNTING</b>				BILL TO: <b>Same As Customer</b>			
ITEM	QUANTITY	PRODUCT NUMBER	DESCRIPTION	UNIT PRICE	EXTENSION (USD)		
019	88,000 LBS	<u>SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/10/2020</u> <b>H7180</b> <b>ASTM A1018 SS Gr 36 Type 2 For Conversion to</b> <b>ASTM A36 0.490" x 48.000"</b> <u>CUSTOMER P.O. LINE NBR:</u>  <b>HOT ROLL COIL</b> <b>0.490" x 48.000" x LENGTH</b>		27.0000 CWT	23,760.00		
020	132,000 LBS	<u>SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/10/2020</u> <b>H7180</b> <b>ASTM A1018 SS Gr 36 Type 2 For Conversion to</b> <b>ASTM A36 0.490" x 60.000"</b> <u>CUSTOMER P.O. LINE NBR:</u>  <b>HOT ROLL COIL</b> <b>0.490" x 60.000" x LENGTH</b>		27.0000 CWT	35,640.00		
<u>SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/10/2020</u>  <u>ESTIMATED WEIGHT: 2860000 LBS</u>				TOTAL	773,080.00		





**JSW Steel USA Ohio, Inc.**  
1500 Commercial Avenue  
Mingo Junction, OH 43938

# ACKNOWLEDGEMENT

SALES ORDER NO.

**003400**

REV.

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REV DATE

03/06/2020

CUSTOMER P.O. NUMBER		P.O. DATE	SALES REPRESENTATIVE		TAX EXEMPT
L5-0296		03/04/2020	Abhishek Aggarwal		
PAYMENT TERMS		F.O.B.	FREIGHT PAYMENT		CARRIER
Net 45 Days		Barge - Reload	Delivered		No Barge Assigned
CUSTOMER ( 000644-000 )			SHIP TO ( 000644-003 )		
MARUBENI-TOCHU STEEL AMERICA INC 111 W. OCEAN BLVD. SUITE 1940 LONG BEACH, CA 90802			MISA- NORTH SIDE CITY DOCKS C/O RICHARDSON NORTH SIDE CITY DOCKS- PORT OF HOUSTON HOUSTON, TX 77029		
ATTENTION: CINDY MASUDA, ACCOUNTING			BILL TO: Same As Customer		
ITEM	QUANTITY	PRODUCT NUMBER/DESCRIPTION		UNIT PRICE	EXTENSION (USD)
001	88,000 LBS	H7261 ASTM A1011 HSLA Gr 55 Class 1 0.127" x 60.000" CUSTOMER P.O. LINE NBR:  HOT ROLL COIL 0.127" x 60.000" x LENGTH  SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/10/2020		28.0000 CWT	24,640.00
002	132,000 LBS	H7261 ASTM A1011 HSLA Gr 55 Class 1 0.178" x 60.000" CUSTOMER P.O. LINE NBR:  HOT ROLL COIL 0.178" x 60.000" x LENGTH  SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/10/2020  ESTIMATED WEIGHT: 220000 LBS		28.0000 CWT	36,960.00
				TOTAL	61,600.00



**JSW Steel USA Ohio, Inc.**  
1500 Commercial Avenue  
Mingo Junction, OH 43938

# ACKNOWLEDGEMENT

SALES ORDER NO.

**003401**

REV.

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REV DATE

03/06/2020

CUSTOMER P.O. NUMBER <b>L5-0297</b>	P.O. DATE <b>03/04/2020</b>	SALES REPRESENTATIVE <b>Abhishek Aggarwal</b>	TAX EXEMPT	
PAYMENT TERMS <b>Net 45 Days</b>	F.O.B. <b>Barge - Reload</b>	FREIGHT PAYMENT <b>Delivered</b>	CARRIER <b>No Barge Assigned</b>	
<b>CUSTOMER ( 000644-000 )</b>  <b>MARUBENI-TOCHU STEEL AMERICA INC</b> <b>111 W. OCEAN BLVD. SUITE 1940</b> <b>LONG BEACH, CA 90802</b>		<b>SHIP TO ( 000644-003 )</b>  <b>MISA- NORTH SIDE CITY DOCKS</b> <b>C/O RICHARDSON</b> <b>NORTH SIDE CITY DOCKS- PORT OF</b> <b>HOUSTON</b> <b>HOUSTON, TX 77029</b>		
<b>ATTENTION: CINDY MASUDA, ACCOUNTING</b>		<b>BILL TO: Same As Customer</b>		
ITEM	QUANTITY	PRODUCT NUMBER/DESCRIPTION	UNIT/PRIC	EXTENSION (USD)
001	200,000 LBS	<b>H7170</b> <b>ASTM A1011 SS Gr 36 Type 2 For Conversion to</b> <b>ASTM A36 0.178" x 48.000"</b> <b>CUSTOMER P.O. LINE NBR:</b>  <b>HOT ROLL COIL</b> <b>0.178" x 48.000" x LENGTH</b>  <b>SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/10/2020</b>	27.0000 CWT	54,000.00
002	200,000 LBS	<b>H7170</b> <b>ASTM A1011 SS Gr 36 Type 2 For Conversion to</b> <b>ASTM A36 0.178" x 60.000"</b> <b>CUSTOMER P.O. LINE NBR:</b>  <b>HOT ROLL COIL</b> <b>0.178" x 60.000" x LENGTH</b>  <b>SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/10/2020</b>	27.0000 CWT	54,000.00
003	200,000 LBS	<b>H7170</b> <b>ASTM A1011 SS Gr 36 Type 2 For Conversion to</b> <b>ASTM A36 0.178" x 72.000"</b> <b>CUSTOMER P.O. LINE NBR:</b>  <b>HOT ROLL COIL</b> <b>0.178" x 72.000" x LENGTH</b>  <b>SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/10/2020</b>	27.0000 CWT	54,000.00
004	400,000 LBS	<b>H7170</b> <b>ASTM A1018 SS Gr 36 Type 2 For Conversion to</b> <b>ASTM A36 0.240" x 48.000"</b> <b>CUSTOMER P.O. LINE NBR:</b>  <b>HOT ROLL COIL</b> <b>0.240" x 48.000" x LENGTH</b>  <b>SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/10/2020</b>	27.0000 CWT	108,000.00
005	400,000 LBS	<b>H7170</b> <b>ASTM A1018 SS Gr 36 Type 2 For Conversion to</b> <b>ASTM A36 0.240" x 60.000"</b>	27.0000 CWT	108,000.00



**JSW Steel USA Ohio, Inc.**  
1500 Commercial Avenue  
Mingo Junction, OH 43938

# ACKNOWLEDGEMENT

SALES ORDER NO.

**003401**

REV.

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REV DATE

03/06/2020

CUSTOMER P.O. NUMBER		P.O. DATE	SALES REPRESENTATIVE		TAX EXEMPT
L5-0297		03/04/2020	Abhishek Aggarwal		
PAYMENT TERMS		F.O.B.	FREIGHT PAYMENT		CARRIER
Net 45 Days		Barge - Reload	Delivered		No Barge Assigned
CUSTOMER ( 000644-000 )			SHIP TO ( 000644-003 )		
MARUBENI-TOCHU STEEL AMERICA INC			MISA- NORTH SIDE CITY DOCKS		
111 W. OCEAN BLVD. SUITE 1940			C/O RICHARDSON		
LONG BEACH, CA 90802			NORTH SIDE CITY DOCKS- PORT OF		
			HOUSTON		
			HOUSTON, TX 77029		
ATTENTION: CINDY MASUDA, ACCOUNTING			BILL TO: Same As Customer		
ITEM	QUANTITY	PRODUCT NUMBER/DESCRIPTION		UNIT PRICE	EXTENSION (USD)
006	400,000 LBS	CUSTOMER P.O. LINE NBR:			
		HOT ROLL COIL 0.240" x 60.000" x LENGTH SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/10/2020			
		H7170		27.0000 CWT	108,000.00
		ASTM A1018 SS Gr 36 Type 2 For Conversion to ASTM A36 0.240" x 72.000"			
		CUSTOMER P.O. LINE NBR:			
007	400,000 LBS	HOT ROLL COIL 0.240" x 72.000" x LENGTH SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/10/2020			
		H7180		27.0000 CWT	108,000.00
		ASTM A1018 SS Gr 36 Type 2 For Conversion to ASTM A36 0.365" x 48.000"			
		CUSTOMER P.O. LINE NBR:			
008	200,000 LBS	HOT ROLL COIL 0.365" x 48.000" x LENGTH SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/10/2020			
		H7180		27.0000 CWT	54,000.00
		ASTM A1018 SS Gr 36 Type 2 For Conversion to ASTM A36 0.365" x 60.000"			
		CUSTOMER P.O. LINE NBR:			
009	200,000 LBS	HOT ROLL COIL 0.365" x 60.000" x LENGTH SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/10/2020			
		H7180		27.0000 CWT	54,000.00
		ASTM A1018 SS Gr 36 Type 2 For Conversion to ASTM A36 0.365" x 72.000"			
		CUSTOMER P.O. LINE NBR:			
		HOT ROLL COIL			



**JSW Steel USA Ohio, Inc.**  
1500 Commercial Avenue  
Mingo Junction, OH 43938

# ACKNOWLEDGEMENT

SALES ORDER NO.

**003401**

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REV DATE

03/06/2020

CUSTOMER P.O. NUMBER <b>L5-0297</b>		P.O. DATE <b>03/04/2020</b>	SALES REPRESENTATIVE <b>Abhishek Aggarwal</b>		TAX EXEMPT
PAYMENT TERMS <b>Net 45 Days</b>		F.O.B. <b>Barge - Reload</b>	FREIGHT PAYMENT <b>Delivered</b>		CARRIER <b>No Barge Assigned</b>
CUSTOMER ( 000644-000 ) <b>MARUBENI-TOCHU STEEL AMERICA INC 111 W. OCEAN BVLD. SUITE 1940 LONG BEACH, CA 90802</b>			SHIP TO ( 000644-003 ) <b>MISA- NORTH SIDE CITY DOCKS C/O RICHARDSON NORTH SIDE CITY DOCKS- PORT OF HOUSTON HOUSTON, TX 77029</b>		
ATTENTION: <b>CINDY MASUDA, ACCOUNTING</b>			BILL TO: <b>Same As Customer</b>		
ITEM	QUANTITY	PRODUCT NUMBER	UNIT PRICE	EXTENSION	
010	400,000 LBS	0.365" x 72.000" x LENGTH SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/10/2020 H7180 ASTM A1018 SS Gr 36 Type 2 For Conversion to ASTM A36 0.490" x 48.000" CUSTOMER P.O. LINE NBR:  HOT ROLL COIL 0.490" x 48.000" x LENGTH SCHEDULED SHIP: 04/10/2020 REQUESTED: 04/10/2020  ESTIMATED WEIGHT: 3000000 LBS	27.0000 CWT	108,000.00	
			TOTAL	810,000.00	



**JSW STEEL USA OHIO, INC.  
CONDITION OF SALES**

**1. ACCEPTANCE.** Any Seller price quotation or pricing letter is for customer information only. Seller shall be bound only upon written confirmation of acceptance of an order at Seller's principal office at 1500 Commercial Avenue, Mingo Junction, OH 43938. ALL CUSTOMER ORDERS AND ACCEPTANCES ARE

EXPRESSLY CONDITIONED UPON ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND IN ANY CONTRACTUAL SUPPLY AGREEMENT THAT MAY HAVE BEEN EXECUTED BY SELLER AND BUYER. TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THESE CONDITIONS OF SALE OR IN ANY CONTRACTUAL SUPPLY AGREEMENT ARE REJECTED. The Customer and Seller agree that the terms and conditions printed hereon are accepted in good faith by both parties as the controlling and final terms and conditions. Customer and Seller further agree that there should not be a "battle of forms" as described in Section 2-207 of the Uniform Commercial Code. Seller's commencement of performance is not to be construed as acceptance of any of Customer's terms or conditions. Seller may commence performance in reliance on Customer's acceptance of these Conditions of Sale.

**2. LIMITED WARRANTIES.** THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OR WARRANTIES NOT FULLY EXPRESSED HEREIN. Seller warrants title to and freedom from encumbrance of the products. Seller also warrants that products described or referred to on the face hereof are of merchantable quality and conform in material respect to specifications accepted in writing by Seller. There are no warranties, express or implied, with respect to products sold hereunder which are misused, abused, or operated on mechanical equipment improperly designed or maintained or which are used, supplied for use or made available for use in any nuclear application of which Seller has not been notified in writing by Customer at the time of Customer's offer for the products sold hereunder. SELLER MAKES NO OTHER WARRANTY WHATEVER, EXPRESS OR IMPLIED. ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS AGREEMENT.

**3. LIMITATION OF CUSTOMER'S REMEDIES.** Except as further specifically limited by paragraph 6 below, Seller's liability hereunder shall be limited to the obligation to repair or replace only those portions of products proven to have failed to meet in material respect the specifications on the Seller's Order Acknowledgment or Invoice or to have been defective in quality or workmanship at the time of delivery. Alternatively, Seller may allow credit therefor, at its option. Seller's total cumulative liability in any way arising from or pertaining to any product sold to Customer shall NOT in any case exceed the purchase price paid by Customer for such product. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, CLAIMS FOR LABOR, OR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER CUSTOMER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, OR STRICT LIABILITY, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT CUSTOMER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE CUSTOMER'S EXCLUSIVE REMEDIES.

**4. LIMITATION OF LIABILITY FOR DELAY.** IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CLAIMS FOR LABOR OR FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OR ANY OTHER DAMAGES RESULTING FROM DELAY IN DELIVERY. NO DELIVERY DATES ARE GUARANTEED.

**5. FORCE MAJEURE.** In any event and in addition to all other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance, which is (i) due to any act of God, the priority of any government order, any order bearing

priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood or other casualty, governmental regulation or requirement, shortage or failure of raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller is capable of settling any such labor problem.

**6. PASSAGE OF TITLE.** Title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment. Neither Customer nor the consignee shall have the right to divert or re consign such shipment to any destination other than specified in the bill of lading without permission of the Seller. Unless otherwise agreed Seller reserves the right to select the mode of transportation.

**7. PAYMENTS AND INTEREST ON PAST DUE ACCOUNTS.** Customer represents that Customer is solvent and can and will pay for the products sold to Customer in accordance with the terms hereof. If Customer shall fail to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between Customer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right before making any delivery to require payment in cash or security for payment, and if Customer fails to comply with such requirement, Seller may terminate this contract. An interest charge of 1-1/2% monthly (18% annual rate) or the maximum allowed by state law will be imposed on all past due accounts.

**8. TRANSPORTATION CHARGES.** Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges including but not limited to fuel surcharges.

**9. CLAIMS BY CUSTOMER.** Claims by Customer for shortage of products or for products damaged during shipment, storage, or processing must be made within ten (10) days of receipt by Customer. Any claim that the products received by Customer do not conform in material respect to the specifications on the face of Seller's Order Acknowledgment or Invoice must be made within sixty (60) days of receipt of shipment, which Customer and Seller agree is a reasonable time, or Customer's claims shall be barred. In addition, Seller must be given an opportunity to investigate the claim before Customer disposes of the material, or Customer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless Customer shall have entered full details thereof on its receipt to the carrier. A variation between Seller's and Customer's scale weight or theoretical weight determination up to 1% shall be a permissible variation. Our quantity tolerance for shipments is + / - 10% of ordered quantity.

**10. MECHANICAL PROPERTIES; CHEMICAL ANALYSES.** Any data referring to mechanical properties or chemical analyses are the result of tests performed on specimens obtained from specific locations of the products(s) in accordance with prescribed sampling procedures; any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the materials at other locations.

**11. PATENTS.** Seller shall indemnify Customer against attorneys' fees and any damages or costs awarded against Customer in the event any legal proceeding is brought against Customer by a third person claiming the material delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Customer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense, unless

the material is made in accordance with materials, design, or specifications required by Customer, in which case Customer shall similarly indemnify Seller.

**12. TAXES.** No tax imposed in respect to the sale of the products sold hereunder is included in any quotation by Seller. Any such tax shall be added to and paid by Customer as part of the purchase price.

**13. SELLER'S RIGHT OF TERMINATION.** If this contract is made in compliance with any governmental rule or regulation, plan, order or other directive, upon the termination thereof, Seller shall have the option of cancelling this contract in whole or in part.

**14. WAIVER.** Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

**15. SURCHARGES.** Surcharges will be Seller's surcharges in effect at time of shipment.

**16. CONFLICTING PROVISIONS OFFERED BY CUSTOMER.** Any terms and conditions of any purchase order or other instrument issued by the Customer in connection with the subject matter of this contract, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any manner whatsoever unless accepted by Seller in writing.

**17. STATUTE OF LIMITATIONS.** The Customer and Seller agree that any action for a breach of contract, including any action for a breach of warranty, must be commenced within one (1) year after the cause of action accrues.

**18. SEVERABILITY.** In case any provision of this contract shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**19. APPLICABLE LAW.** This contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Ohio. Customer and Seller specifically agree that any legal action brought relating to this contract will be brought and tried exclusively in the Jefferson County Court of Common Pleas.

**20. CONFIDENTIALITY.** The price and terms of this contract are confidential and may not be disclosed by Customer without the prior written consent of Seller.

**From:** Tanaka Shohei-ISALSA <[tanaka-s@us.benichu.com](mailto:tanaka-s@us.benichu.com)>  
**Date:** Mon, Mar 23, 2020 at 6:24 PM  
**Subject:** RE: JSW HRC for Houston 2 barge  
**To:** Abhishek Aggarwal <[abhishek.aggarwal@jswsteel.us](mailto:abhishek.aggarwal@jswsteel.us)>  
**Cc:** Rocco Auteri <[rocco.auteri@jswsteel.us](mailto:rocco.auteri@jswsteel.us)>, Oda Shoko-ISALSA <[oda-s@us.benichu.com](mailto:oda-s@us.benichu.com)>, Hirasawa Kazuyuki-ISALSA <[hirasawa-k@us.benichu.com](mailto:hirasawa-k@us.benichu.com)>, Masuda Cindy-ISALSA <[masuda-c@us.benichu.com](mailto:masuda-c@us.benichu.com)>, Cory Raimondi <[cory.raimondi@jswsteel.us](mailto:cory.raimondi@jswsteel.us)>, Dave Miltenberger <[dave.miltenberger@jswsteel.us](mailto:dave.miltenberger@jswsteel.us)>

Dear Abhishek san,

Good evening,

Thank you for providing us with detailed situation.

However, we regret to inform you that we must stand on our cancellation based upon your failure to sign our 3 Po's, in spite of our repeated requests.

The fact that you failed to sign previous orders is not relevant. This was simply an administrative oversight, not an agreed upon practice.

Business as we know it has all but stopped.

Considering good relationship with JSW, we will evaluate a new pricing proposal to determine if this order can be resurrected, if you care to consider.

Given the catastrophic changes in the market, this is the cooperation we are willing to consider at this time.

EXHIBIT  
D



Your understanding would be appreciated.

Sincerely,

Shohei

**From:** Abhishek Aggarwal <[abhishek.aggarwal@jswsteel.us](mailto:abhishek.aggarwal@jswsteel.us)>  
**Sent:** Monday, March 23, 2020 10:41 AM  
**To:** Tanaka Shohei-ISALSA <[tanaka-s@jpn.us.benichu.com](mailto:tanaka-s@jpn.us.benichu.com)>  
**Cc:** Rocco Auteri <[rocco.auteri@jswsteel.us](mailto:rocco.auteri@jswsteel.us)>; Oda Shoko-ISALSA <[oda-s@jpn.us.benichu.com](mailto:oda-s@jpn.us.benichu.com)>; Hirasawa Kazuyuki-ISALSA <[hirasawa-k@jpn.us.benichu.com](mailto:hirasawa-k@jpn.us.benichu.com)>; Masuda Cindy-ISALSA <[masuda-c@jpn.us.benichu.com](mailto:masuda-c@jpn.us.benichu.com)>; Cory Raimondi <[cory.raimondi@jswsteel.us](mailto:cory.raimondi@jswsteel.us)>; Dave Miltenberger <[dave.miltenberger@jswsteel.us](mailto:dave.miltenberger@jswsteel.us)>  
**Subject:** Re: JSW HRC for Houston 2 barge

Shohei san

Thankyou for your call and email .

As explained earlier also , we do not sign customer PO's and just send acknowledgements . Even last time on your orders , we did the same which worked for you guys .

Therefore we cannot accept cancellation . The order is almost ready . One barge is leaving tomorrow which is getting loaded now . Second barge is supposed to leave next week .

All slabs for these orders are produced and 50% coils are produced . Rest are in furnace or on schedules and will be getting rolled this week to be shipped next week .

Below are the details ( Attached spreadsheet too for your ref ) :

SO Nbr	Sold To Cust Name	Cust PO Nbr	Cust PO Date	SO Line Nbr	Product Nbr	Pro
3399	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0295-001	43894	1	H7080	AS'
3399	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0295-002	43894	2	H7080	AS'
3399	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0295-003	43894	3	H7080	AS'
3399	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0295-004	43894	4	H7100	AS'
3399	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0295-005	43894	5	H7080	AS'
3399	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0295-006	43894	6	H7100	AS'
3399	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0295-008	43894	7	H7170	AS'
3399	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0295-009	43894	8	H7170	AS'
3399	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0295-010	43894	9	H7170	AS'
3399	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0295-011	43894	10	H7170	AS'
3399	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0295-012	43894	11	H7170	AS'
3399	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0295-013	43894	12	H7170	AS'
3399	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0295-014	43894	13	H7180	AS'
3399	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0295-015	43894	14	H7180	AS'
3399	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0295-016	43894	15	H7180	AS'
3399	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0295-017	43894	16	H7180	AS'
3399	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0295-018	43894	17	H7180	AS'
3399	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0295-019	43894	18	H7180	AS'
3399	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0295-020	43894	19	H7180	AS'
3399	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0295-020	43894	20	H7180	AS'
3400	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0296-001	43894	1	H7261	AS'
3400	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0296-002	43894	2	H7261	AS'
3401	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0297-001	43894	1	H7170	AS'
3401	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0297-002	43894	2	H7170	AS'
3401	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0297-003	43894	3	H7170	AS'
3401	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0297-004	43894	4	H7170	AS'
3401	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0297-005	43894	5	H7170	AS'
3401	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0297-006	43894	6	H7170	AS'
3401	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0297-007	43894	7	H7180	AS'
3401	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0297-008	43894	8	H7180	AS'
3401	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0297-009	43894	9	H7180	AS'
3401	MARUBENI-ITOCHU STEEL AMERICA INC	L5-0297-010	43894	10	H7180	AS'
						#
						ton

Regards

Abhishek

On Mon, Mar 23, 2020 at 9:01 AM Tanaka Shohei-ISALSA <[tanaka-s@us.benichu.com](mailto:tanaka-s@us.benichu.com)> wrote:

Dear Abhishek san

I hope your weekend was a good one.

Regarding to our following PO, to cover 2 barge for Houston

L5-0295

L5-0296

L5-0297

We regret to inform you that we are no longer able to honor such 3 Po due to your rejection of signatory in spite of our repeated requests.

Kindly, please send back to us without signatory.

We are living in extraordinary and unsettling times.

With the novel coronavirus (COVID-19) global pandemic still taking shape in the US and all of us experiencing dramatic changes to our daily lives,

we wanted to let you know to our great regret.

Also we negotiated a business with you three weeks ago. At that time, the barrel price of WTI crude was \$47.25. Last Friday, the closing price was \$22.92.

A price drop of this magnitude is historic and has created havoc in the world markets, including the steel market.

We are hearing of order cancellations throughout the country, as the market is desperately struggling to cope with the collapsing oil price coupled with the devastating effects of the coronavirus. The future HRC price has dropped to \$24.00. We are now facing government mandated shutdowns across the country. The demand for steel will slow to a crawl.

Some mills expect price even \$19.00 in the near future.

If you still like us to take cargo, we will cooperate but we need to adjust the pricing.

Kindly, please be advised.

Sincerely,

Shohei

**From:** Tanaka Shohei-ISALSA <[tanaka-s@us.benichu.com](mailto:tanaka-s@us.benichu.com)>  
**Date:** Tue, Mar 24, 2020 at 6:06 PM  
**Subject:** RE: MISA POs L5-0295, L5-0296, L5-0297; JSW Sales Orders: 003399, 003400, 003401  
**To:** Abhishek Aggarwal <[abhishek.aggarwal@jswsteel.us](mailto:abhishek.aggarwal@jswsteel.us)>  
**Cc:** Cory Raimondi <[cory.raimondi@jswsteel.us](mailto:cory.raimondi@jswsteel.us)>, Dave Miltenberger <[dave.miltenberger@jswsteel.us](mailto:dave.miltenberger@jswsteel.us)>, Karen Renz <[karen.renz@jswsteel.us](mailto:karen.renz@jswsteel.us)>, Hirasawa Kazuyuki-ISALSA <[hirasawa-k@us.benichu.com](mailto:hirasawa-k@us.benichu.com)>, Masuda Cindy-ISALSA <[masuda-c@us.benichu.com](mailto:masuda-c@us.benichu.com)>, Oda Shoko-ISALSA <[oda-s@us.benichu.com](mailto:oda-s@us.benichu.com)>

**Dear Abhishek san,**

**Thank you for your email.**

**Please do not misinterpret my suggestion of a possible price adjustment.**

**We do not want the steel at any price. This was simply a gesture of good faith for you to consider.**

**We are cancelling the orders as your rejection to sign contracts, as our business no longer has a use for this material**

**due to the unprecedented collapse of the oil business, coupled with the unprecedented closing of businesses country-wide**

**due to the deadly coronavirus pandemic.**

**Our opinion remain unchanged from yesterday email subject to your response by 5:00pm on March 25, 2020 EST.**

**Your understanding would be appreciated.**



**Sincerely,**

**Shohei**

**From:** Abhishek Aggarwal <[abhishek.aggarwal@jswsteel.us](mailto:abhishek.aggarwal@jswsteel.us)>  
**Sent:** Tuesday, March 24, 2020 1:43 PM  
**To:** Tanaka Shohei-ISALSA <[tanaka-s@jpn.us.benichu.com](mailto:tanaka-s@jpn.us.benichu.com)>  
**Cc:** Cory Raimondi <[cory.raimondi@jswsteel.us](mailto:cory.raimondi@jswsteel.us)>; Dave Miltenberger <[dave.miltenberger@jswsteel.us](mailto:dave.miltenberger@jswsteel.us)>; Karen Renz <[karen.renz@jswsteel.us](mailto:karen.renz@jswsteel.us)>  
**Subject:** RE: MISA POs L5-0295, L5-0296, L5-0297; JSW Sales Orders: 003399, 003400, 003401

Dear Shohei san

On March 5, 2020, you submitted to JSW your orders referenced above. On March 9, 2020, JSW timely acknowledged your orders by our standard Acknowledgments. Thereafter, JSW commenced production of the product that is subject to the order in reliance on your confirmed order.

Yesterday, March 23, 2020, you advised us in writing that you “are no longer able to honor” your orders. First, you attributed your cancellation attempt to our refusal to accept your terms and conditions. Then you noted the “extraordinary and unsettling times” and the resulting “havoc in world markets.” Finally, you concluded “If you still like us to take cargo, we will cooperate but we need to adjust the pricing.”

I immediately advised you in writing that we cannot accept cancellation of the orders and that the order is almost ready, with one barge being ready to leave today (March 24) and the second

barge to leave next week. In response, you stated that you “must stand” on your cancellation but that you would “evaluate a new pricing proposal to determine if this order can be resurrected.”

Your attempt to cancel these orders is wrongful. You have no right to do so under the applicable terms of the orders or the Uniform Commercial Code (UCC). A failure of the parties’ writings to agree on terms and conditions does not justify unilateral cancellation under Section 2-207 of the UCC. Nor does turmoil in world markets due to the pandemic. And obviously your desire to renegotiate pricing does not justify or authorize your attempted cancellation under any circumstance, and would belie any argument that your cancellation is due to a force majeure event.

You are hereby notified that we deem your attempted cancellation of the orders to be a repudiation of the contract, and that repudiation substantially impairs the value of the contract to JSW. We urge you to retract your repudiation and attempted cancellation immediately, but no later than **7:00 pm Eastern Standard time today, March 24, 2020**. In the meantime, please accept this message as our formal notice of tender of delivery of the product to be delivered pursuant to the referenced orders. As I noted in my communication yesterday, barge #1 is loaded and prepared to depart at this time. Barge #2 will be loaded and prepared to depart as scheduled no later than March 30, 2020. We are holding this product at your disposition, and will dispatch it immediately on your instructions to do so. Your continued repudiation of this contract will cause us to incur additional costs and charges (including but not limited to storage and shipping cancellation costs) which damages will be your responsibility in addition to the contract price, regardless of whether the products are ultimately accepted by you.

Please immediately retract your repudiation of the contract and confirm your intention to accept delivery of the product.

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Thank You & Best Regards,

**Abhishek Aggarwal**

**JSW Steel USA, Ohio, Inc.**

1500 Commercial Ave